

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is effective _____, 20____, by and between West Valley City (hereinafter referred to as "CITY") and the Community Education Partnership of West Valley City, Inc., a nonprofit corporation of the State of Utah, (hereinafter referred to as "CEP").

1. Service Agreement. The CITY and CEP hereby agree that commencing upon _____, 20____, CEP shall provide administrative services to WVC with respect to the development and coordination of after-school (AS) and out-of-school (OST) programs in West Valley City. These services shall be provided pursuant to the terms and conditions set forth in this Agreement.
2. Services Provided by CEP. CEP hereby agrees to provide the following services to the CITY:
 - A. General management of the programs funded by CITY.
 - B. Perform fund raising activities to promote AS and OST programs.
 - C. Research and write grants to obtain additional funding for AS and OST programs.
 - D. Management of grant funds and compliance with the various reporting requirements related to specific grants.
 - E. Selection and management of personnel necessary to carry out the programs funded by the CITY.
 - F. Develop and implement plans for and programs to enhance the mission of the CEP and the CITY.
 - G. Monitoring of the various sites where CITY-funded programs will be implemented and conducted.
 - H. Periodic review of the curriculum to be used in the CITY-funded programs.
 - I. Measurement and assessment of student development and skills.
 - J. Act as the liaison with organizations that provide funding to the CEP on all program issues.
 - K. Create new partnerships and collaborations to assist in programming, development, community support, financial support, and other collaborations as deemed appropriate by the CITY.
3. Minimum Service Level. CEP agrees that it shall perform the tasks set forth above in an efficient and workmanlike manner and that said services shall be provided at a level consistent

with the manner and practices used by managers providing such services to cities in Utah. CEP will maintain a valid City business license during the term of this Agreement.

4. CITY Obligations. As consideration for the services provided by CEP the CITY agrees as follows:

- A. CITY shall pay CEP a maximum of Thirty Thousand Dollars (\$30,000) per year for a period of Five (5) years, and not more than \$150,000 over a five year period, for the services rendered under this Agreement. Said compensation shall be paid on an annual basis by the CITY, provided that CEP provides the City Manager with an invoice not later than _____.
- B. CITY shall pay CEP a maximum of Four Thousand Dollars (\$4,000) per year for a period of Five (5) years, and not more than \$20,000 over a five year period, for payment towards health and dental insurance of the CEP Executive Director. Said compensation shall be paid on an annual basis by the CITY, provided that CEP provides the City Manager with an invoice not later than _____.

5. CEP Obligations.

- A. CEP shall have no authorization, expressed or implied, to bind CITY to any agreements, settlements, liability, or understanding whatsoever. CEP agrees not to perform any acts as agent for CITY, except as expressly set forth in this Agreement.
- B. CEP shall provide office space, telephone, and internet service with no additional compensation from the CITY, as pursuant to paragraph (4) above.
- C. CEP shall provide office equipment and computer software and equipment with no additional compensation from the CITY, as pursuant to paragraph (4) above.
- D. CEP shall be responsible for its own actions and the actions of its employees, agents or officials, specifically including liability resulting therefrom, and also including, but not limited to employee, agent or official compensation, benefits, insurance, workers compensation, and/or other similar applicable items.
- E. CEP may not provide the services set forth in this Agreement through the use of its agents, or subcontractors, without the written approval of the CITY.
- F. CEP shall provide an annual report to CITY, which will include a financial review by a Certified Public Accountant.

6. Term. The term of this Agreement shall be for five years. The terms and conditions of the Agreement are subject to review and revision whenever there is a change of Executive Director.

7. Termination of Agreement.

- A. CITY may terminate this Agreement for cause at any time without prior notice by

providing CEP with written notice of termination. Said notice shall describe CEP's breach of this Agreement. "Cause" is defined as a bad faith performance, unreasonable performance, lack of performance, or a violation or breach of the terms and conditions of this Agreement or federal, state, and municipal laws, rules, and regulations.

- B. CEP may terminate this Agreement without cause by giving CITY 90 days prior written notice.
- C. In the event of early termination, fees shall be payable to CEP only for the services provided prior to the termination. Within 48 hours of the termination of this Agreement or end of the term of this Agreement, CEP shall return to CITY any CEP equipment or documents that it may have in its possession.

8. Indemnification.

- A. CITY shall defend, hold harmless, and indemnify CEP from and against any and all loss, damages, liability, suits, claims, costs (including attorney's fees and court or other costs), and proceedings arising out of an alleged act or omission occurring during the performance of CEP's services as described in this Agreement, provided that CEP's acts were not fraudulent or malicious.
- B. CEP shall indemnify, at the CITY's option, defend and hold harmless CITY and CITY's officials, agents, and employees from and against any and all loss, damages, injury, liability, suits, claims, costs (including attorney's fees and court or other costs), and proceedings arising out of any circumstances in which _____ will not be indemnified by CITY pursuant to paragraph (8)(A) above and for any violations of law as set forth in paragraph (9)(B).

9. Applicable Laws.

- A. CEP shall obey all laws, ordinances, regulations, and rules of the federal, state, county, and municipal governments that may be applicable to CEP's operations. Specifically, CEP shall comply with, but not be limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration, and the Americans with Disabilities Act.
- B. If CEP's actions constitute or cause a violation of federal, state, or local law, said actions shall constitute a breach of this Agreement, and CEP shall hold CITY harmless from any and all liability arising out of or in connection with said violations, including any attorney's fees and costs incurred by CITY as a result of such violations.
- C. This Agreement shall be construed under and in accordance with the laws of the State of Utah.

10. Notices. Any notice required by this Agreement may be served by mailing or delivering such notice to the following addresses:

If to the CITY: West Valley City, Inc.
 Attn: City Manager
 3600 Constitution Boulevard
 West Valley City, Utah 84119

If to CEP: CEP
 Attn: Chair
 3600 Constitution Blvd.
 West Valley City, Utah 84119

Either party may change their address(s) upon notice to the other party.

11. CITY Representative. The CITY hereby appoints the City Manager or the City Manager's designee, as the CITY's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by CEP is timely and adequately performed, and to provide for any CITY approvals as may be required by this Agreement. The CITY's representative shall assist in monitoring, and evaluating this Agreement to completion. CEP understands and agrees that the CITY's representative shall have no control over the means, methods, techniques, or procedures employed by CEP, it being clearly understood that the CITY is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of CEP.
12. Attorney's Fees. In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
13. Taxes and Assessments. CEP shall pay all lawful taxes, assessments, or charges which at any time may be levied by the State, County, City, district, or any other tax or assessment levying body upon CEP's interest in this Agreement.
14. Entire Agreement. This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both parties.
15. Assignment. This Agreement may not be transferred or assigned by CEP without the written permission of the CITY, which may be withheld at the CITY's sole discretion.
16. Agreement Binding. CEP covenants that the provisions of this Agreement shall be binding upon CEP's, successors, representatives, and agents.
17. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.

One or more waiver of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

Community Education Partnership
of West Valley City, Inc.

E. Michael Skousen, Chair

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2008, personally
appeared before me E. Michael Skousen, the signer of the foregoing instrument who duly acknowledged
to me that he executed the same.

NOTARY PUBLIC